

# CITY COUNCIL REPORT



Meeting Date: October 18, 2011  
General Plan Element: ***Neighborhoods***  
General Plan Goal: ***Enhance and protect neighborhoods***

## **ACTION**

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Adopt Resolution No. 8831 authorizing contract No. 2011-077-COS allowing the Police Department to enter into an Intergovernmental Agreement, which allows the Scottsdale Police Department to provide forensic laboratory services to the Salt River Pima-Maricopa Indian Community Police Department for \$155,186 per year.

## **BACKGROUND**

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Since 1997, the Scottsdale Police Department has provided forensic laboratory services in the areas of drug analysis, blood alcohol analysis, latent fingerprint examinations, forensic biology examinations, firearms examinations and trace evidence comparisons to the Salt River Pima-Maricopa Indian Community Police Department (SRPD) through an intergovernmental agreement. In the past, both agencies have acted cooperatively regarding law enforcement support and both agencies desire to continue and expand this cooperative relationship in order to enhance public safety and welfare to their residents.

## **ANALYSIS & ASSESSMENT**

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### **Recent Staff Action**

The Scottsdale Police Department has reviewed its ability to provide forensic laboratory services through its crime laboratory to the Salt River Pima-Maricopa Indian Community Police Department. Approximately 8% of the total forensic caseload performed by the crime laboratory can be attributed to submissions from SRPD. The continuation of providing forensic laboratory services by the crime laboratory to the SRPD will not hinder the laboratory's ability to continue to respond to the needs of the Scottsdale Police Department.

### **Community Involvement**

The Scottsdale Police Department continually reaches out to surrounding communities to offer assistance to their law enforcement. The forensic services of the crime laboratory have been offered through Intergovernmental Agreements to the Town of Paradise Valley, Fort McDowell Yavapai Nation as well as the Salt River Maricopa-Pima Indian Community. These agreements were established with the desire to conserve resources and provide forensic investigative and support services and to facilitate the investigation and prosecution of crimes in furtherance of the public

safety and welfare of the citizens within the boundaries of these organizations. These agreements have been very successful and beneficial to all parties involved.

## **RESOURCE IMPACTS**

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### **Available Funding**

Through the Intergovernmental Agreement, the Salt River Pima-Maricopa Indian Community will provide to the City of Scottsdale Police Department a total of \$155,186. The funds will be deposited in the existing Forensic Science Agreements center (280-22304) where budget authority was included in the FY 2011/12 adopted budget and will be used to cover expenditures incurred by the City of Scottsdale Police Department for indirect costs, supplies, training, equipment maintenance expenditures and personnel costs incurred providing the services proposed under this agreement.

### **Staffing, Workload Impact**

No additional staff will be required to complete these service enhancements.

### **Maintenance Requirements**

No additional maintenance requirements will be required.

### **Future Budget Implications**

The Intergovernmental Agreement allows for a yearly review of all costs to insure that funding remains appropriate to the needs of both parties. Based on the annual review of the costs incurred, additional budget expenditures may be requested, if needed.

## **OPTIONS & STAFF RECOMMENDATION**

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### **Recommended Approach**

Adopt Resolution No. 8831 to accept the Intergovernmental Agreement between the Scottsdale Police Department and the Salt River Pima-Maricopa Indian Community Police Department in that it will provide sufficient funds to cover the services provided, that it will not require additional staffing, it is beneficial to the public safety and welfare of the citizens of both communities, and it will encourage continued good relations between the City of Scottsdale and the Salt River Pima-Maricopa Indian Community.

## **RESPONSIBLE DEPARTMENT(S)**

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Scottsdale Police Department, Forensic Services Division

Finance & Accounting Division

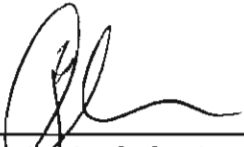
## **STAFF CONTACTS (S)**

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Steve Garrett, Police Forensic Services Director, [sgarrett@scottsdaleaz.gov](mailto:sgarrett@scottsdaleaz.gov)

**APPROVED BY**

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Alan Rodbell, Chief of Police  
480-312-1901, [arodbell@scottsdaleaz.gov](mailto:arodbell@scottsdaleaz.gov)

9/12/11

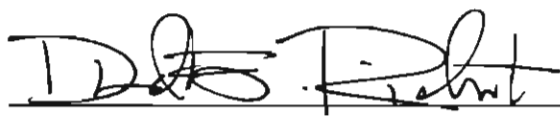
Date



David N. Smith, City Treasurer  
480-312-2364, [dasmith@scottsdaleaz.gov](mailto:dasmith@scottsdaleaz.gov)

9-13-11

Date



David E. Richert, City Manager  
480-312-2811, [drichert@scottsdaleaz.gov](mailto:drichert@scottsdaleaz.gov)

9/27/11

Date

**ATTACHMENTS**

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1. Resolution No. 8831
2. Intergovernmental Agreement No. 2011-077-COS

RESOLUTION NO. 8831

RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY,  
ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN  
INTERGOVERNMENTAL AGREEMENT WITH THE SALT RIVER PIMA-  
MARICOPA INDIAN COMMUNITY FOR THE PROVISION OF FORENSIC  
LABORATORY SERVICES

WHEREAS, Arizona Revised Statutes Sections 11-951, et. seq. provide that public agencies may enter into intergovernmental agreements for the provision of services, or joint or cooperative action and Article 1, Section 3-1 of the City Charter of the City of Scottsdale authorizes the City to enter into intergovernmental agreements with various public agencies; and

WHEREAS, the Salt River Pima-Maricopa Indian Community ("Community") has previously contracted with the City for forensic laboratory services and will pay the City \$155,186 annually for this service; and

WHEREAS, the City and the Community agree that an agreement to provide forensic laboratory services enhances police services and capabilities in furtherance of the public safety and welfare of both communities;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. That the mayor is hereby authorized and directed to execute, on behalf of the City of Scottsdale, intergovernmental agreement no.2011-077-COS, with the Salt River Pima-Maricopa Indian Community for the purpose of providing forensic crime laboratory services.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Arizona, this 18th day of October, 2011.

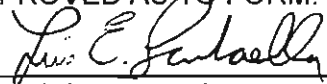
CITY OF SCOTTSDALE, an  
Arizona municipal corporation,

ATTEST:

\_\_\_\_\_  
Carolyn Jagger  
City Clerk

\_\_\_\_\_  
W.J. "Jim" Lane  
Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Bruce Washburn, City Attorney  
By: Luis E. Santaella, Senior Assistant City Attorney

## INTERGOVERNMENTAL AGREEMENT

This Agreement is made, entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2011 (the "Effective Date"), by and between the City of Scottsdale, a municipal corporation of the State of Arizona ("City"), and Salt River Pima-Maricopa Indian Community, ("Community").

### RECITALS

Whereas, the City is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and the Scottsdale City Charter§ 3-1, Article 1; and

Whereas, the Community is empowered by Art. VII §1(h) of the Salt River Pima-Maricopa Indian Community Constitution to enter into this Agreement; and

Whereas, on April 24<sup>th</sup>, 2007, the City and the Community entered into an agreement under which the City agreed to provide certain crime laboratory services to the Community (the "2007 Agreement"); and

Whereas, by its terms, the 2007 Agreement expired on September 30, 2011; and

Whereas, the parties recognize that the services provided under the 2007 Agreement enabled the parties to provide their respective residents with enhanced public safety services and, for that reason, the parties desire to continue their contractual relationship for the provision by the City of certain crime laboratory services to the Community, all on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises of the parties and the benefits to be received by the parties under this Agreement; and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. SERVICES TO BE PERFORMED: The City agrees to perform the services described and enumerated in Schedule A of this Agreement, incorporated and made a part of this Agreement.

2. CONSIDERATION, TERMS OF PAYMENT: The Community agrees to pay the City for its services rendered according to the terms and conditions set forth in Schedule B of this Agreement, incorporated and made a part of this Agreement; provided however, that the City is required to submit billing invoices for its services on or before December 1 of each year, identifying the City's reimbursable costs, if any, time and description of services rendered, as specifically described in Schedule A.

3. INSTRUMENTALITIES: The City agrees to supply all equipment, machinery, tools, and materials necessary or reasonable to perform the services described and enumerated in Schedule A of this Agreement; except that the Community may provide certain basic office supplies, office space and furnishings, and secretarial support, but only upon such further terms and conditions as may be described in Schedule A.

The City shall provide a print ready original of each document to the Community in a format reasonably acceptable to the Community. Any use of uncompleted or completed documents by the Community will be at the Community's sole risk and without liability or legal exposure to the City, and the Community shall indemnify and hold harmless the City from all claims, damages losses and expenses, including attorney's fees, arising out of or resulting there from.

4. **PERFORMANCE AND ACCEPTANCE:** The City retains the sole and exclusive right to control and direct the manner or means by which the services described herein are to be performed, subject only to the parameters of control or direction set forth in Schedule A of this Agreement and the standards of the City's trade or profession. The Community retains the right of approval and acceptance of the City's performance based upon the City's completion and satisfaction of all obligations created by the terms of the Agreement.

5. **INDEPENDENT CONTRACTOR:** The parties intend that the City act as an independent contractor while performing its duties under this Agreement. The Community is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the City. The City is not to be considered an agent or employee of the Community for any purpose, and neither the City nor employees of the City are entitled to any of the benefits that the Community provides for its employees. It is understood that the Community does not agree to use the City exclusively. It is further understood that the City is free to contract for similar services to be performed for others while under contract with the Community.

6. **PAYROLL WITHHOLDING:** No payroll deductions or employment taxes of any kind shall be withheld by the Community for the City or any of its employees, and no such amounts shall be paid to any federal, state, or local government by the Community in behalf of the City or any of its employees.

7. **INDEMNIFICATION BY CITY:** The City agrees to indemnify, defend and hold the Community, its agents, representatives, officers, officials, directors and employees, harmless from and against any and all liability, suits, obligations, fines, damages, penalties, claims, costs charges, expenses (including reasonable attorney fees) of any character or nature resulting from the negligent or willful misconduct of the City. For purposes of this paragraph, "negligent or willful misconduct of the City" shall include any act or omission of the City, or its assignees or subcontractors under this Agreement, determined by a court or other agency of competent jurisdiction to be negligent, intentional, or a violation of a federal environmental law or this Agreement.

8. **INDEMNIFICATION BY COMMUNITY:** The Community agrees to indemnify, defend and hold the City, its agents, representatives, officers, officials, directors and employees, harmless from and against any and all liability, suits, obligations, fines, damages, penalties, claims, costs charges, expenses (including reasonable attorney fees) of any character or nature resulting from the negligent or willful misconduct of the Community. For purposes of this paragraph, "negligent or willful misconduct of the Community" shall include any act or omission of the Community, or its assignees or subcontractors under this Agreement, determined by a court or other agency of competent jurisdiction to be negligent, intentional, or a violation of a federal environmental law or this Agreement.

9. TERM: This Agreement shall be effective retroactively to October 1, 2011, through and including September 30, 2016. Unless otherwise expressly indicated, all references in this Agreement to "year" mean the Community's fiscal year of October 1 through September 30.

10. TERMINATION: Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Upon termination, the Community shall be reimbursed a pro rata share of its annual payment, calculated based on the number of days remaining in the Community's fiscal year at the termination of this Agreement.

11. WORKERS COMPENSATION/EMPLOYER'S LIABILITY: The Community is not responsible for acquiring workers' compensation or employer's liability insurance or otherwise covering the City or its employees with such insurance. The City agrees to comply with any state and local workers' compensation or employer's liability requirements regarding its workers.

12. ENTIRE UNDERSTANDING: This agreement embodies the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, inducements and conditions, express or implied, oral or written, except as herein contained. This Agreement may not be modified or amended other than by an agreement in writing.

13. BINDING NATURE OF AGREEMENT: This agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns, except no party may assign or transfer such party's rights or obligations under this agreement without the prior written consent of the other party.

14. STATUTORY CANCELLATION RIGHT: In addition to its other rights hereunder, the City shall have the cancellation rights specified in A.R.S. § 38-511 (relating to conflicts of interest).

15. SEVERABILITY: The provisions of this Agreement shall be deemed severable and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

16. ARBITRATION: Any dispute or claim arising from, or relating to, this Agreement, or breach thereof, that cannot be resolved promptly by the parties shall be resolved by arbitration in accordance with the then current rules of Commercial Arbitration of the American Arbitration Association. The prevailing Party in such arbitration shall be entitled to file the decision and award with the Maricopa County Superior Court and have judgment rendered thereon, pursuant to A.R.S. § 12-1501 *et seq.* The prevailing Party shall be entitled to all costs incurred in connection with the arbitration proceeding, including its reasonable attorneys' fees, the arbitrator's fees, witness fees and other costs as determined by the arbitrator. It is understood that arbitration as set forth in this paragraph is the exclusive remedy for any dispute or claim related to this agreement.

17. CONTRACT ADMINISTRATOR FOR CITY: The contract administrator for the City ("City Contract Administrator") shall be Steve Garrett, the Scottsdale Police Department Forensic Services Director, or his/her designee or replacement. The City Contract Administrator shall be authorized to represent the City on all matters relating to the performance and enforcement of this Agreement.

18. CONTRACT ADMINISTRATOR FOR COMMUNITY: The contract administrator for the Community ("Community Contract Administrator") shall be Lt. Michaela Sample, Salt River Pima-Maricopa Indian Community Police Department, or his/her designee or replacement. The Community Contract Administrator shall be authorized to represent the Community on all matters relating to the performance and enforcement of this Agreement.

19. NOTICES: All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Salt River Pima-Maricopa Indian  
Community  
Attn: Community Manager  
10005 E. Osborn Road  
Scottsdale, AZ 85256  
(480) 850-8001

City of Scottsdale  
Attn: Chief of Police Alan Rodbell  
Scottsdale Police HQ  
8401 E. Indian School  
Scottsdale, AZ 85251

With a copy to:

Office of the Scottsdale City Attorney  
Attn: Luis E. Santaella, Senior Assistant City Attorney  
3939 N. Drinkwater Blvd.  
Scottsdale AZ, 85251

Salt River Pima-Maricopa Indian  
Community  
Attn: Office of the General Counsel  
10005 E. Osborn Road  
Scottsdale, AZ 85256

20. OTHER TERMS AND CONDITIONS: See Schedules A and B, attached hereto and incorporated herein by this reference.

21. COMPLIANCE WITH THE E-VERIFY PROGRAM: To the extent provisions of A.R.S. §41-4401 are applicable, both Parties warrant to each other that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A). A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement. Both Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above. Either Party may conduct a random verification of the employment records of the other Party to ensure compliance with this warranty. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a)

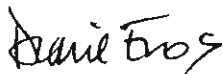


and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

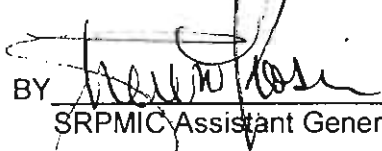
22. PROHIBITION OF DOING BUSINESS WITH SUDAN AND IRAN: Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

In witness whereof, the parties have executed this Agreement on the day and year first written above.

SALT RIVER PIMA-MARICOPA  
INDIAN COMMUNITY

BY   
Diane Enos, President

APPROVED AS TO FORM:

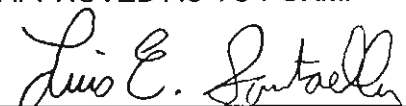
BY   
SRPMIC Assistant General Counsel

CITY OF SCOTTSDALE, an Arizona  
municipal corporation

By \_\_\_\_\_  
W.J. "Jim" Lane

\_\_\_\_\_  
Carolyn Jagger  
City Clerk

APPROVED AS TO FORM:

  
Bruce Washburn  
City Attorney  
By: Luis E. Santaella  
Senior Assistant City Attorney

## SCHEDULE "A" - SCOPE OF WORK

The Scottsdale Police Department Crime Laboratory shall provide the following specified services to the Salt River Pima-Maricopa Indian Community Police Department forensic services as described below during the term of this Agreement (October 1, 2011 to September 30, 2016), for the agreed amount of one hundred and fifty-five thousand and one hundred and eighty-six dollars and no cents (\$155,186.00) per year:

### A. Forensic Services

1. The City shall, through the City's Police Department Crime Laboratory, perform the following services:
  - a. Analysis and identification of any dangerous or narcotic drugs within thirty (30) working days after delivery to the City.
  - b. Analysis of blood samples for the presence of ethyl alcohol within fourteen (14) days after delivery to the City.
  - c. Forensic biology analysis, to include identifying stains for type of body fluid, species determination, and deoxyribonucleic acid ("DNA") analysis using polymerase chain reaction ("PCR") within sixty (60) working days after delivery to the City. The Community will be limited to having the City perform forensic DNA analysis on a total of seventeen (17) separate Community cases per year.
  - d. Latent fingerprint, footwear and tire tread examinations and comparisons within thirty (30) working days after delivery to the City.
  - e. Miscellaneous trace examinations to include physical comparison, fiber and hair comparison, and fire debris analysis, within sixty (60) days after delivery to the City.
  - f. Firearms/toolmark examination and comparison within sixty (60) days after delivery to the City.
  - g. Urinalysis for the presence of drugs within sixty (60) days after delivery to the City.
  - h. Courtroom testimony by crime laboratory personnel for analyses performed for the Community, as may be required.
  - i. The City may also provide one-on-one training in crime scene processing, evidence packaging, and crime scene photography to the Community's police employees if warranted and agreeable to both the City and the Community.
2. The Community, through the Community's Police Department, shall:
  - a. Transport, deliver and retrieve all evidence to and from the City's Crime Laboratory.
  - b. Package and deliver evidence according to the City's Police Department's policies and procedures.

- c. Provide any and all forms necessary to facilitate the transfer of evidence to and from the Community to the City.
- 3. Limitations and conditions. The following limitations and conditions shall apply to the performance of this Agreement:
  - a. The following laboratory services will not be provided by the City:
    - i. Examination of questioned documents.
    - ii. Crime scene processing.
    - iii. Forensic computer analysis.
    - iv. Gun shot residue analysis.
    - v. Trace analysis other than as described in Section A.1.e.
  - b. The City will store evidence from the Community only for the length of time it is necessary to perform the required analyses or examinations. The Community shall retrieve from the City all evidence and reports on a regular and timely basis, as set by the City.
- B. The Scottsdale Police Department Crime Laboratory is an accredited crime laboratory through the American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD/LAB) and is a participant in the Combined DNA Index System (CODIS) as authorized through the Federal Bureau of Investigations.

## **SCHEDULE "B" - TERMS OF PAYMENT**

On or before January 1<sup>st</sup> of each year during the term of this Agreement, the Community shall pay the City the sum total of one hundred and fifty-five thousand and one hundred and eighty-six dollars and no cents (\$155,186.00), for the services rendered by the City to the Community under this Agreement during the Community's fiscal year beginning the prior October 1 through September 30. The City shall invoice the Community on or before December 1<sup>st</sup> of each year. Notwithstanding the foregoing, the Community's first annual payment shall be due and payable upon execution of this Agreement.